Govt. Ka

Sectt. II-27—104,000—4-11-58.

Devt (195 /) Department.

Ms SERIES.

G.O. NO. 3858

Dated 27-8-57

FOR MYSORE STATE

[Despatch Abstract.]

Reg:- Mn Iron ore (Bellary) Hospet
Tc - Kanigaanur Vge - Sy No 192 -
Ex 492-80 acres - Grant to Sri
Gadigi Chennappa - Sanctioned

Copy of letter dated 9th February, 1950 from the Gadigi Mining Company, Bellary, to the Secretary to Government, Development Department, Madras.

Sub:- Mineral Concession Rules, 1949-Grant of mining lease for 30 years in respect of Ac.470-0 in Shrotriem Sankalapuram, Hospet Taluk.

Enclosed I submit an application in the form prescribed by the latest rules.

2. In this connection, I beg to submit that I obtained at my own expense the consent of the Head of a Mutt who owns all interest in the said lands and deposited security called for according to Rules then in force.

3. The tentative agreement of 25-1-1949 recites in the preamble that the agreement is made "in view of the fact that the execution of the formal lease is likely to take sometime" and I understood that Government had ordered issue of the lease and the execution and registration only had to be completed. On this basis, I invested more than Rs.60,000/-, engaged labour on a large scale and won and stored on the land about 15,000/- to 20,000 tons of iron ore. My representative is busy pressing the Railway Board to lay a siding from the mines to the main line about 2 miles from Hospet (trunk line between Guntakal and Hubli) and is ready and willing to deposit Rs.50,000/- or more on that account.

4. The order of the Government communicated to me in Collector's Ref.C.No.926/49-AI, dated 31-1-1950 comes as a surprise and puts me to considerable difficulties and financial loss. Further the demand for this quality of ore in the foreign market is likely to cease soon and stoppage of work at this crucial stage will have the effect of running the mines as a source of revenue to Government as also this will result in huge financial loss to me as I have entered into contract with foreign markets within a specified period.

5. I am aware of Clause 6 of the agreement. But I beg to point out that it is against and inequitable to deprive me of the promised lease after I incurred such heavy expense in labour and money. I have not committed any manner of default in carrying on the agreement and Government is not justified in revoking its previous orders abruptly.

6. I therefore pray.

(i) that immediate orders may be issued permitting me to resume work;

(ii) that the lease already sanctioned in my favour may be completed as soon as possible.

[True copy]

Copy of Memorandum No.13384-J/50-1, dated 1 -3-1950.

Sub:- Mines- Mining lease- (Bellary)- Iron ore- Hospet Taluk- Sankapuram Shrotriem.

Ref:- From Messrs. Gadigi Mining Company, No.Nil, dated 9-2-50.

A copy of the letter cited together with enclosures is referred to the Collector of Bellary for remarks.

He is requested to state whether the Shrotriem applied for has been taken over by the Government under the Zamindari Abolition Act and if not, the nature of the tenure of the land applied for may be stated.

Copy of letter No.Rc. 2487/50-A.I, dated 10-4-1950 from the Collector, Bellary, to the Secretary to Government, Development Department, Madras.

Sub:- Mines- Mining lease (Bellary)-Iron ore Hospet taluk- Sanklapur Shrotriem etc., villages- grant of application of Sri Gadigi Chennappa of Bellary.

Ref:- Government Memorandum No.13384-J/50 -1, dated 1-3-1950.

Sri G. Chennappa, Mine Owner, Bellary, has applied for a lease to mine Iron Ore in the areas mentioned ~~ab~~ below for a period of 30 years, under Rule 27 of the Mineral Concessional Rules, 1949:-

Name of the village.	S.No.	Extent Acres	Cents.	
96. Jambunathana ~~Pillai~~ Halli	11	7	50	A.C. 163 60
	113	2	10	
	114 (Part)	74	00	
	115.B(Part)	80	00	
72. Kariganur.	192	492	00	
73.Shro: Sanklapur.	Forest area:	282	67	
-do.	Unsurveyed Block.	470	00	
	Grand Total:	1408	27	

The application is in order.

He has credited Rs.200 and Rs.500 in chalan Nos.~~688~~ 688 and ~~689~~ 689 dated 13-2-1950 of Bellary Sub-Treasury towards fees and preliminary expenses respectively as required by Rules 28 and 29 of the said rules.

2. The facts of the case are briefly as follows:-

Sri G. Chennappa had applied for the grant of a prospecting licence to prospect for and mine iron ore over an extent of 1635 acres in Jambunathanahalli, Kariganur, and Shro Sanklapuram villages in Hospet taluk in the year 1948. Out of this area, an extent of 470 acres in Shro: Sanklapuram village was put in his possession on his executing a tentative agreement on 25-1-1949, under Rules 16-A of the Madras Mining Manual, as it was unobjectionable and as it was considered that some time would be required to grant prospecting licence; but before the particulars required for the grant of prospecting licence could be collected, the Mineral concession Rules, 1949, came into force. The applicant was therefore instructed to apply according to those concessions (Board's Reference No.L.Dis.C.653/49, dated 22-11-1949).

As regards the tentative agreement executed on 25-1-19~~49~~ the applicant was asked to stop the mining operations forthwith in accordance with the instructions contained in Government Memorandum No.122984-J/49-2, dated 12-1-1950 communicated with Board's proceedings Routine No.393 dated 23-1-1950 as the Govt. thought that the agreement did not in any way prevent them from refusing the prospecting licence and resume the area. He was, therefore, asked to submit a fresh application under the Mineral Concession Rules, 1949.

3. The applicant has now applied for the lease for 30 yrs. and has credited the requisite fees as detailed in para 1 supra.

6

He reports that he has invested more than Rs.60,000/- engaged labour on a large scale and worked and stored about 15,000 to 20,000 tons of iron ore in view of the recital in the preamble of the agreement and as he understood that the lease had been issued and the execution and registration alone remained to be completed. In this connection I invite the attention of the Government to para 6 of the agreement executed on 25-1-1949 (a copy of which is enclosed), according to which, Government are not bound to grant the applicant the licence applied for or to give him any preference to any matter concerning the plot or the mineral referred to to in the agreement. The applicant cannot, therefore, claim as a matter of right the grant of either a licence or a lease. Out of the area now applied for by him (Para 1 above). the area covered by S.No.115-B. and S.No.192 of Jambunathanahalli and Kariganur villages are forest Reserve and I am calling for the opinion of the District Forest Officer on the objectionability or otherwise of granting lease over be said area to the applicant to work the mines and shall submit my report on receipt of his report.

✓ p8 below

As regards the forest are covered by an extent of 286.67 acres; and the unsurveyed dry of 470 acres applied for by the applicant in 73 shro: Sanklapuram village, I submit that in as much as the Shrol village has not yet been taken over by the Government under the Abolition Act, 1949, an area of 470 acres at the disposal of the Shrotriumdar may be given on lease in accordance with the Rules contained in Chapter V of the Mineral Concession Rules, 1949, I request orders on this point.

not fit up

As regards an extent of 286.67 acres, I am asking the Tahsildar, Hospet, to report if the area is at the disposal of the Government or the Shrotriumdar and hearings from him, I shall submit a further report.

4. The enclosures received with Government Memorandum cited above are re-submitted.

8
1383.

Copy of letter No.Ref.L.2630/50-1, dated 25-4-1950 from the Joint Secretary, Board of Revenue, to the ~~Commissioner of Commercial Taxes~~. Secy to Govt Dev Dept

---

Sub:- Mining- Mining Lease-s(Bellary)-Hospet Taluk-Sanklapur Shrotrium etc., villages -Grant of-Application of Sri Gadigi Chennappa of Bellary Submitted.

Ref:-Government Memorandum No.13384-J/50-1, Development dated 1-5-1950.
From the Collector of Bellary, No.Rc.2487/50-AI dated 10-4-1950.

Submitted to the Government with reference to the Government Memorandum cited above.

This Agreemnt made this 25th Day of January One thousand Mine hundred and forty nine- Between Gadigi Chennappa-son of Gadigi Gurubasappa alias Veera bhadrappa residing at Bellary (hereinafter called "the applicant," which expression where the context admits shall include his heirs, executors, administrators and legal represtatives) of the one part AND THE COLLECTOR OF BELLARY (hereinafter called "the Collectors," which expression where the context admits shall include his successors in Office) of the other part.

*North; Village boundary of Jambunathanahalli and Sanklapuram area. South: Village boundry of Kariganur and Sanklapuram area. East:S.Nos.8and 9A Shanklapuram. West:-Sanklapuram area.

WHEREAS the applicant has applied for the grant of a licence over the plot of parcel of land more particularly described in the Schedule hereto of the approximate extent of 470 acres-cents bounded by* of 73 Shro: Sanklapuram village, Hospet Taluk, Bellary District for working Iron Ore manganese (Hereinafter called "the mineral,"). And whereas in view of the fact that the execution of the formal lease is likely to take some time the applicant has requested the Collector to allow him to enter upon the plot mentioned above and work in some for the mineral pending the execution of the licence and the Collector has agreed to allow him to enter upon the land and to search for win, work, get raise, (convert) and carry away the mineral subject to the terms and conditions herein after appearing.

NOW THIS AGREEMENT WITNESSETH:

(I) The Applicant shall have liberty and power to enter upon the plot of parcel of land more particularly mentioned in the schedule hereto with or without workmen and tools and thereto search for in work get raise (convert) and carry away the mineral and to do all other acrs that may be necessary for such purpose.

2. That the applicant has credited in chalan No.1211 of Bellary Sub-Treasury on 21st Day of January 1949 a desposit with the Collector the sum of Rs.100/- as security for the due performance and observance by him of the several terms and conditions herein contained.

3. That the applicant shall within 3 months from the date of these presents stabt mining operations in the said lands to the satisfaction of the Collector and shall thereafter at all times during the continuance of these presents search for win work; and develop the said mineral without voluntary intermission in the skilful and workmanlike manner and upon the most approved principles.

4. The applicant shall as from the 25th Day of January 1949 during the subsistence of these presents pay to the Collector revalty, dead-rent and surface rent at the following rates:-

(I) Royalty: 2½% on the sale value at the pit's mouth.
(2) Licence fee: Rs.29.6.0 at Re.1.0.0 per acre.

5. That the extent of the plot mentioned above is only approximate and the applicant shall not be entitled to claim the exact area mentioned but shall have a licence only such areas as may be notified by the Collector as available for the licence.

6. That these presents do not in any way bind the Government to grant to the applicant the licence applied for or to give him any preference to any matter concerning the above mentioned plot or the mineral referred to in this agreement.

7. That in the event of the applicant being guilty of a breach or non-performance of any of the convenents or conditions herein contained it shall be lawful for the Collector at any time thereafter by a notice in writing to determine these presents, and to forfeit the whole or a portion of the security deposit.

8. That in the event of the determination of these presents by the Collector by virtue of the powers herein contained or in the event of the plot described in the schedule hereto not being available for the grant of a licence. The Collector or the Government of Madras shall not be liable to the Applicant for all or any loss of damage that the applicant may be put to or sustained by reason of any act done by him under these presents nor shall the Collector and or the Government of Madras be in any way liable to reimburse or repay to the applicant all any portion of the monies that may have been expended by the applicant in respect of works done or undertaken by the applicant by virtue of these presents.

IN WITNESS WHERE of Gadigi Chennappa of Bellary and K.N. Anantaraman Esq., I.C.S., Collector of Bellary have hereto set their hands and seals the day and year first above written.

THE SCHEDULE ABOVE REFEREED TO.

Signed sealed and delivered by the above named in the presence of

Sd.K.N. Anantharaman
25-1-1949.
Collector of Bellary.

Sd.D.Venkatesan,
Huzur Sheristdar--Collector s Office, Bellary.

Signed sealed and delivered by the above named in the presence

Sd. G.Channappa.

H.Sreenivasa Rao,
Huzur 2nd Clerk,
Collector's office
Bellary.

/True copy/

9

Copy of memorandum No.13384-J/50-5, dated 20-6-50.

Sub:- Mines- Mining Lease-Iron ore-(Bellary)- Hospet Taluk- Sankalapuram, Shrotrium etc- Application of Sri G. Chennappa.

Ref:- From Sri G. Chennappa No.Nil, dated 9-2-50.

--

Sri G. Chennappa is informed that his application dated 9-2-50 for a mining lease for iron ore over an extent of 163-60 acres in Jambunathanahalli and an extent of 492-00 acres in Kariganur villages, Hospet taluk, Bellary district, has been received here on 16-2-50 and its receipt is hereby acknowledged under Rule 31 of the Mineral Concession Rules, 1949.

2. A separate communication will be sent as regards the forest area of 282.67 acres in the Shrotrium Sankalapuram village.

3. As regards the unsurveyed block of 470 acres in Shrotrium Sankalapuram village under the Rules contained in Chapter V of the Mineral Concession Rules 1949, the applicant has to apply to the Shrotriumdar for a mining lease over the area.

4. The applicant is also informed that the tentative agreement executed by him on 25-1-49 in respect of the 470 acres in Shrotrium Sankalapuram village is not binding now on the Govt. not only because of clause 6 of the agreement but also because of the fact that the Mineral Concession Rules, 1949 are now in force and under these rules the Govt. have no right to lease lands which are not at their disposal.

Copy of letter No L.2630/50-10, dated 1-8-51 from the Joint Secretary, Board of Revenue, to the Secretary to Govt. Development Department, Madras.

Sub :- Mining- Mining Lease- Iron ore-(Bellary)- Hospet taluk- Sankalapuram- Shrotrium etc- Villages-Application of Sri G.Chennappa of Bellary-Report- Submitted.

Ref:-Board's Ref.L.2630/50-1, dated 25-4-50.
Board's Ref.L.2630/50-4, dated 28-12-50.
From the Collector of Bellary, No.Rc.2487/50-A.I, dated 4-4-51.
Government Memo.No.13384-J/50-11, Development dated 15-6-1951.
From the Collector of Bellary No.R.C.2487/50-AI dated 19-7-1951.

Submitted to the Government.

2. The Board recommends that a mining lease for iron ore over an extent of 140.23 acres in S.Nos. 11,113, 114 Part and 115 B (Part) in Jambunathanahalli village and 492.80 acres in Kariganur village may be granted to Sri G. Chennappa of Bellary for a period of 30 years subject to the general conditions mentioned in sub-rule (I) of Rule 41 of the Mineral Concession Rules, 1949 and also to the special conditions in Sub rule (2) of the same rule as drafted and finalised in G.O.Ms.No.870 Development dated 26-2-51.

Copy of R.C.No.2487/50-A.I, dated 4-4-51 of the Collector, Bellary.

Sub:- Mines-Mining Lease-Iron Ore (Bellary) Hospet Taluk- Jambunathanahalli, Kariganur and Shrotrium Sankalapuram villages-Application of Sri G. Chennappa-Proposals submitted.

Ref:-Government Memo. No.13384-J/50-5, dated 20-6-50
2.Ref.L.2630/50-6, dated 15-3-1951 from the Board of Revenue, Madras.

Sri G. Chennappa of Bellary has applied for the grant of mining lease for 30 years to mine iron ore over an extent of 915.70 acres comprising the following S.Nos. in Jambunathanahalli, Kariganur and shrotrium Sankalapuram village of Hospet taluk.

			A.C.
Jambunathanahalli	S.No.	II Unassessed Waste	7.50
	,,	113	2.10
	,,	114 Part	74.00
	,,	115 B. Part.	56.63
			140.23
Kariganur.	,,	192	~~492.80~~ 492.80
			282.67
Shrotrium Sankalapuram Surveyed area...			915.70

The applicant in his letter dated 8-5-50 expressed his desire to take on lease the revised extents as mentioned above in S.No.115 B (Part) of Jambunathanahalli village and S.No.192 of Kariganur village against the original extents of acres 80.00 and 492.00 acres respectively.

Out of five survey numbers applied for by the applicant, only S.Nos.115-B of Jambunathanahalli and S.No.192 of Kariganur village are classed as 'Reserve Forest' in the Revenue Accounts. The District Forest Officer, Bellary who

was consulted in the matter reports that there is no objection to grant the two survey numbers on lease as they contain very poor tree growth.

Regarding the surveyed area of 282.67 acres in Shrotrium Sankalapuram village, I submit the following facts:-

The village has been notified under the Rent Reduction Act, 1947 in G.O.Rt. 2607/50 dated 24-3-1950. It has also been declared as an 'inam estate' by the Settlement Officer, Chittoor, under the Madras Estates(Abolition and conversion into Ryotwari) Act, 1948. The provisions of the Rent Reduction Act, 1947 are being applied in respect of all ryoti lands in this shortrium village.

The area of 282.67 acres applied for by the applicant in this village has been surveyed and has tree growth. It comprises palmach Nos.51, 52 and parts of 50 and 53. The Tahsildar, Hospet reports that the area in question is siutated within the shrotrium village limits and belongs to the shrotriumdar. It is not therefore at the disposal of the Government. The District Forest Officer, Bellary who was consulted in the matter also states that the area of 282.67 acres in prely a private land, and is outside the Reserve Forest limits. In the circumstances, it seems to be desirable to eliminate this area and action taken under chapter V of the Mineral Concession Rules, 1949. The applicant will be asked to apply to the shrotriumdar for a mining lease over this area.

The applicant has already applied for the renewal of the certificate of Approval for 1951 and it is under correspondence.

In the circumstances, I recommend that the lease applied for by the applicant may be granted for a period of 30 years to mine iron ore over an extent of 633.03 acres only in Jambunathanahalli and Kariganur villages subject to the General conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949 and also the special conditions enumerated in sub-rule (2) of rule 41 of the said rules as drafted and finalised in G.O.Ms.No.870 Devt., Dept. dated 26-2-1951 (in respect of the lease granted to Sri K. Narayaniah of Bellary).

A copy of letter No.Nil dated 8-5-50 of Sri G. Chinnappah and copies of R.C.No.888/50-H.3, dated 16-9-50 and 2830 H.3, dated 2-3-51 of the Dt. Forest Officer, Bellary are enclosed. A copy of the combimed sketch showing the revised area applied for has been called for from the applicant and the same will be submitted soon.

Copy of letter No.8-5-1950 of Gadigi Mineral Mining Company, Bellary to the District Collector. Bellary.

With reference to your memo.C.No.2487/50-A.I, dated 10-4-50 I desire to have covered by least the area of 56-63 acres and 492-80 acres covered by S.Nos.115-B and 192 of Jambunathanahalli and Kariganur villages in the Hospet taluk.

I shallbe much obliged if this is expedited as we are being pressed by foreign buyers for supplies.

Sd.G.Chennappa.

/True copy/

~~Copy of Rc.No.888/50-H.3 dated 16-9-1950 of the Dt. Forest Officer, Bellary to the Collector, Bellary.~~

Office Note.

Copy of letter No. 2830/50 H3 dt 2.3.51 of the D.F.O to the Collr of Bellary

~~Office Note.~~

Sub:- Mines- Mining Lease- (Bellary)-Iron ore Hospet Taluk- Shro Sankalapuram village- Application of Sri G. Chennappa report- submitted.

Ref:- Your No.2487/50-A.I, dated 17-10-1950 and 26-12-50

A copy of Hospet Range Officer's C.No. 13/1, dated 15-1-51 is herewith enclosed.

My previous recommendation in respect of S.Nos.115B and 192 does not hold good in respect of 282.67 acres now applied by the party as the present area is outside the R,F. limits.

The sketch sent by you is enclosed.

Copy of Rc.No.13/51, dated 15-1-51 from the Range Officer, Hospet to the District Forest Officer, Bellary.

Sub:- Mines- Mining Lease (Bellary)- Iron ore-Hospet taluk- Shrotrium Sankalapuram village-Application of Sri G. Chennappa report submitted.

Ref'-D.F.O's Rc.No.2830/50-H.3, dated 10-1-51.

--

With reference to the above, I beg to submit that Sankalapur Shrotrium does not form part of either S.No.115-B of Jambunathanahalli village or S.No.192 of Kariganur village R.F.s. The area recommended for the mining lease is confined only to above S.Nos. and this will not hold good for the shortrium area since it is purely a private land.

The sketch sent along with the above reference is herewith resubmitted.

--

Copy of Rc.No.2487/50-A.I, dated 19-7-51 of the Collector, Bellary.

Sub:- Mining-Mining lease-Iron ore (Bellary)-Hospet Taluk- Sankalapuram Shrotrium etc- Villages-Application of Sri Chennappa of Bellary-Further report submitted.

Ref:-Ref.L.2630/50-9, dated 26-6-51, from the Board of Revenue, Madras.

I enclose a separate application for the plot of 492.80 acres in S.No.192 of Kariganur village of Hospet taluk applied for by Sri G.Chennappa of Bellary as it is situated in a different block.

2. The appli cant has already remitted a sum of Rs.700 in chalan Nos.688 and 689/13-2-50 in the Bellary Sub-Treasury as already reported in this office R.C.No.2487/50 dated 10-4-50. According to the instructions contained in G.O.Ms.No.349 Development Department dated 24-1-51, the applicant has to remit in all Rs.1100/- for two separate applications in respect of the areas applied for by him in Jambunathanahalli and Kariganur villages as shown below:-

	Application fee.	Area applied for	Preliminary expenses.
	Rs.	Rs.	Rs.
Jambunathanahalli village.	200/-	140-23	200
Kariganur village.	200/-	492-80	500/-
Total.	400		700

The applicant has now remitted the balance of Rs.400/- in chalan No.1740/14-7-51 in the Bellary Sub-Treasury.

The application and the chalan for Rs.400/- are enclosed.

/True copy/

104/2918

15

Development (J) Department.

(i.o. 8746 J/57)

Mines - Mining lease - Iron ore (Bellary) Hospet taluk - Kariganur village - S.No. 192 — extent 492.80 acres - grant ~~to~~ - Sri Gadigi Chennappa - Sanctioned.

M.wire 28/8

Pp. 13 14 cr

Read:

From the Board of Revenue Ref: No. L.2630/50-10 dated 1.8.57

G.O. MS. NO. 3858 DATED 27-8-57.

The Government sanction the grant to Sri Gadigi Chennappa — of a mining lease for Iron ore for a period of thirty years over an extent of 492-80 acres in S.No. 192 of Kariganur village, Hospet taluk Bellary District subject to the conditions mentioned in sub-rule (1) of rule 41 of the Mineral Concession Rules, 1949, and also to the following conditions:

(i) the lessee shall pay rents and royalties in the Government Treasury, — before the 10th January of every year;

(ii) ~~The~~ the lessee shall pay before the expiry of the lease, or its sooner determination by either party, an amount equal to the annual dead rent or such higher amount as may be fixed by the Collector of the District in his discretion, as compensation for damage to the land covered by the ~~xxxxxx~~ lease;

~~(iii) the lessee shall not fell trees if any without~~ the previous permission of the Collector and if it is found ~~that he has felled any trees without such permission~~ he shall pay the .....

~~pay the value of the trees together with a compounding fee subject to a maximum of 10 times the value of the said trees.~~

(iii) ~~(iv)~~ the lessee shall not operate on the surface of any area prohibited by any authority by laying out roads, erecting buildings, machinery, etc. without the previous permission of such authority or the State Government;

(iv) ~~(v)~~ the lessee shall not use land for surface occupation without giving proper notice to the Collector.

(v) ~~(vi)~~ the lessee shall provide and shall keep at all times at or near the pit head full equipment of weighing machines of modern type to the satisfaction of the collector for weighing the minerals collected by him.

(vi) ~~(vii)~~ The ~~xxxxx~~ lessee will exercise the liberties and powers hereby granted in such a manner as to offer no un-necessary or reasonably avoidable obstruction or interruption to the development and working of any minerals not included in this lease and will at all times afford to the Governor and to the holder of prospecting ~~xxxx~~ licences or mining leases in respect of any such minerals or any minerals within any lands adjacent to the said lands reasonable means of access and safe and convenient passage upon and across the said lands to such minerals for the purpose of getting, working developing and carrying away the ~~xxxxxx~~ same;

vii) ~~(viii)~~ the lessee shall take such precautions as are necessary to secure pits and shafts by putting up wire fencing or such other protection to the satisfaction of the Collector to prevent accidents;

p.t.o.

17

(viii) ~~(ix)~~ that on the occurrence of any accident, the lessee shall report, such accident immediately to the nearest police station/nearest ~~xxx~~ Factory Inspector and the Labour Commissioner;

(ix) ~~(x)~~ the lessee shall execute an indemnity bond to Government against the claims of third parties;

(x) ~~(xi)~~ the lessee will at the expiration or sooner determination of the said term deliver upto the Governor all mines, pits shafts, including drifts, levels, waterways, airways and other work (now existing) hereafter to be sunk or made under the said lands (except such as may have been abandoned with the sanction of the Governor or in any ordinary and fair course of working) and all (engines, machinery plant, buildings, structures and other works and conveniences ~~which~~/at the commencement of the said term were upon or under the said lands and all) engines, machinery, plant and fixtures set up by the lessee below ground level which cannot be removed without causing injury to any mines or works under the said lands (except such of the same as may with the sanction of the Governor have become ~~xxxxxxxx~~disused) and all buildings and structures of brick or stone erected by the lessee above ground level in good repair order and condition and fit in all respects for further working of the said minerals;

(xi) ~~(xii)~~ ~~xxx~~/If after the determination of the lease there shall remain in or upon the said lands any engines machinery, plant buildings structures tramways, railways and other works erections and conveniences or minerals or mineral ores or other property which the lessee is entitled to remove from the said lands the ~~xxxxx~~same/shall, if not removed by the lessee within one ~~xxxx~~ calendar month after notice in writing ~~requiring~~/their removal is given to the lessee by the Collector be deemed to become the property of the

Government of Madras and may be sold and disposed of for the benefit of the Government of Madras in such manner as they shall deem fit without liability to pay any compensation or to account to the ~~lessee~~ lessee in respect thereof.

(xii) ~~(xiii)~~ In the event of the existence of a ~~state~~ state of war or of grave national emergency (of which the President of India shall be the sole judge and a notification to this effect in the Gazette of India shall be the conclusive proof) the Government ~~or~~ after notice in writing to the lessee under the hand of any Secretary to Government of his intention so to do may forthwith take possession or assume control of the works, plant and machinery and premises of the lessee at or in connection with the said mines and may ~~pre-exempt~~ pre-empt at prices fixed by the Governor all the minerals (and all products thereof) extracted from or lying upon the said mines during such possession or control and the lessee shall conform and obey all directions given by or on behalf of the Governor regarding the use or employment of such works, plants, premises provided that a fair compensation which shall be determined by the Governor and shall be paid to the lessee for all loss or damage sustained by reasons or in consequence of the ~~exercise~~ exercise of the powers conferred by this clause; provided also that the exercise of such powers shall not determine the ~~said~~ said term hereby granted or affect the terms and provisions of these presents further than may be necessary to give effect to the provisions of this clause.

(xiii) ~~(xiv)~~ (a) the ~~licensee~~ lessee shall not enter upon or commence ~~prospecting~~ mining Operations in any reserve forestsituate upon the said lands without ~~thri~~ thirty days previous notice in writing to the District Forest Officer

nor without .....

19

nor without obtaining the written sanction of that officer nor otherwise than in accordance with such condition as that officer may in his absolute discretion prescribe.

(b) the area without the reserved forest limits must be demarcated by a declared fire line of 40 ft. wide which will be cut and kept cleared by the Forest Department at the expense of the ~~lessee~~ lessee.

(c) the ~~lessee~~ lessee must ~~at~~ at all times permit the Forest Department to enter upon the land for the purpose of maintaining or repairing existing boundary lines within the area and must pay the cost of such maintenance or repair ~~as~~ as determined by the District Forest Officer.

(d) the ~~lessee~~ lessee must take suitable precautions to prevent fires from spreading into the adjoining reserve forest from the land and if such fires accidentally occur he must render all possible assistance in putting them out.

(e) the ~~lessee~~ lessee shall not cut any trees or growth on the area granted in excess of 20 per cent of the number of trees on the whole area under the ~~lease~~ lease without the previous permission of the D.F.O. and the value of such treets etc. shall be paid for ~~by~~ by the ~~lessee~~ lessee at rates to be fixed by the District Forest Officer. He must not deface or interfere with any boundary stone or marks; if any boundary mark is accidentally damaged, he must bring ~~it~~ the matter immediately to the notice of the Range Officer.

(~~xiv~~ xv) The lessee should keep the stocks or beryl or any other "prescribed substance" under section 3 of the Atomic Energy Act, No.XXIX of 1948, if they occur in the property covered by the lease with a view to making them available to the Government of India.

2. The rates of ~~xxx~~ royalty, dead rent and surface .....

2

Sch I

surface rent shall be as follows:

Royalty (a) used for extraction of iron - As 8/- per ton.
(b) used for other purposes — Re 1/- per ton.

Dead Rent Rupees 5/- (Rupee five only) per acre per annum

Sch III

SURFACE RENT: At such rate as the land revenue and cesses assessable on the land are paid.

3. The applicant should pay a deposit of Rs. 1000/- (Rupees one thousand only) as prescribed in rule 36 of the Mineral Concession Rules, 1949, before the lease is actually executed.

~~4. The form of the lease deed is being drafted~~ separately and the terms and conditions stated in the above paragraphs are subject to such further modifications, additions and alterations as may be included in the lease deed when finalised.

~~5.~~ Pending the execution of the lease deed in the proper form, the Government have no objection to the lessee starting mining operations after giving an undertaking

(1) to abide by the above conditions and also the conditions governing the lease which will be hereafter prescribed by the Government and

(2) to give possession of the land to Government if so required by them at any time before the execution of the lease deed without liability to pay any compensation to him for any expenditure ~~xxxxxxx~~ incurred by him and

(3) after paying an additional security deposit ~~of Rs. 500 for the due fulfilment of those conditions~~.

4
~~6.~~ The Collector of Bellary is requested to take .....

take necessary further action.

To the Board of Revenue. (M.)
To the Collector of Bellary
To Sri Gadigi Chennappa Proprietor, Gadigi Mining Co Gadigi Buildgs Bellary.

Spare copies 2.

C.B. entry ~~xbx~~ against 1.12.57 for executing the lease deed and the indemnity bond.

Dw J -

[Cro. 89465 I/57] Mining - Mining lease - Iron ore (Bellary) - Hospet taluk: Karigannur village - Sno 192 - Extent 492-80 acres - Application of Sri Gadigi Chennappa.

pp 13-14 cf

From the Bellary letter L. 2630/58-10 dt 1.8.57

Sri Gadigi Chennappa has applied for the grant of a mining lease for iron ore for a period of 30 years over an extent of 915-70 acres over the following areas in Hospet taluk of Bellary district:

I. Snos 11, 113, 114 & 115 of Tambunatha halli village in Hospet taluk measuring 140-23 acres;

Cr. 13384 I/58

proj (M)

II. Sno 192 of Karigannur village of Hospet taluk measuring ~~282-67 acres~~ 492-80 acres and

III sankalapuram shrotrium in Hospet taluk measuring 282-67 acres.

Cr. 13384 I/58

X orp 12 cf

It has been reported that the area referred to in item III above is situated within shrotrium village limits and belongs to the Shrotriumdar. As the area is purely a private land the Collector has stated that he will ask the applicant to apply to the Shrotriumdar.

M orp 12 cf

As regards item I above relevant extracts have been taken for separate action.

Cr. 13384 I/58

This file relates to item II above. The area applied for is classed as Reserve Forest with

B orp 11 cf

poor tree growth. The Forest Deptt have no objection to the grant of the lease over the area. Z onp 12 cf

The applicant has remitted a sum of Rs 200/- towards application fees and Rs 500/- towards deposit for preliminary expenses. ✓ pp 3-4 of (M) ✓ pp 5-6 of (M)

He holds a valid Certificate of Approval for the year 1957. M 255/2857 (not filed)

The Collector has therefore recommended the grant of the lease subject to the special conditions imposed in his MS. & 20 dtd 26.2.57 and the Board has agreed with the Collector. S onp 12 cf (C) X onp 11 cf

The conditions recommended by the Board may be adopted if it is decided to grant the lease.

According to Rule 36, an applicant before the lease is issued, deposit as security a sum of Rs 1000/- in the case of metalliferous minerals and Rs 500/- in the case of non-metalliferous minerals for the due observance of the terms and conditions. The mineral applied for is iron ore and it is a metalliferous mineral. The applicant may therefore be charged a security deposit of Rs 1000/-. For orders. A1 not pu L

In the circumstances it is for orders whether the recommendations of the Bd will be accepted and a lease granted.

1/23/8

for a period of 30 years subject to the Special conditions discussed above.

Subject to orders a draft order is submitted below for approval.

G. Kay
20.8.51

20.8.51

21/8/51

Dy Sec/Dev

Hm (Secy)

Secy/Hm (Law)

Dr:

(Orders in circulation above)

Necessary entries have been made in the Regr of mining concessions. The draft order may now issue.

G. Kay
27.8.51

27/8/51

(Issued as GO Ms 3858 Dev & 27.8.51)

SECRETARY TO GOVERNMENT
27 AUG 1951
DEVELOPMENT DEPARTMENT

DEPUTY SECRETARY TO GOVERNMENT
27 - 8 - 51
DEVELOPMENT DEPARTMENT

Ref 1437
M Regr

G.O 38 59

DW DEPARTMENT

Paper taken out of the Records from the charge of the Referencer.

Press
Miscellaneous No.
Routine

dated 27.8.19 51

Date taken out.	FOR WHAT PURPOSE			Initials of clerk taking the paper or of attender.	Date re-turned.	Initials of attender.
	Department.	C.No.	Year.			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
2/52	~~Sent to section for correction~~					
18 4/52	DW/J 8468/52			V.N		